Bangalore Electricity Supply Company Limited

(Wholly owned by Government of Karnataka undertaking)

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Encl. :

Ref No. : **BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3/** 2598

Office of the
General Manager (DSM)
Corporate Office,
BESCOM, Bangalore
Date: 13-10-2023

Corrigendum-3

Sub: Corrigendum to the RFP for "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 2,62,331 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme"

Ref: 1. RFP Enquiry No.:BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3, dated:07.09.2023
2. Corrigendum-1 No.:BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/2294, dated:20.09.2023
3. Corrigendum-2 No.:BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/2382, dated:27.09.2023

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With respect to RFP document and Corrigendum issued vide references, following Corrigendum is issued and shall be read as follows:

Section	Clause No.	Sub-Clause	As Existing	To be read as
Section-3 Instructions to Bidders	3.3 (5) Key Timelines	**Last date & time for submission of Bid**	13th October 2023 upto 16:00 hrs	**20th October 2023 upto 16:00 hrs**
	3.3 (6) Key Timelines	**Last date for submission of Original Bank Guarantee for Bid Security/EMD**	18th October 2023 upto 13:00 hrs	**25th October 2023 upto 17:00 hrs**
	3.3 (7) Key Timelines	**Techno-Commercial Bid Opening**	18th October 2023 at 16:00 hrs	**26th October 2023 at 11:00 hrs**
Section-3 Instructions to Bidders	3.3 (19) Key Timelines	Release of CFA	The CFA will be released on successful operation & performance of the plant for two months after the commissioning, with atleast one month CUF as per minimum CUF	The CFA will be released on successful operation & performance of the plant for two months after the commissioning, with atleast one month CUF as per minimum CUF

			agreed in PPA and subject to receipt of CFA amount from MNRE.	agreed in PPA and on receipt of CFA amount from MNRE.
	3.2 (10) Key Bid Data	Excess Generation	For any excess generation beyond 19% annual CUF, BESCOM will not make any payment to the SPG	BESCOM, at any time during a Contract Year, shall be obliged to purchase +10% of energy, corresponding to annual maximum CUF of 19%, from the Solar Power Generator and shall be charged at 75% rate of PPA tariff or any other tariff determined by KERC, whichever is less, provided first right of refusal will vest with BESCOM. Purchase of any excess energy, beyond +10% energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost.
Section-4 Scope of Works	4.14.4	Capacity Utilisation Factor (CUF)	Purchase of any excess energy, beyond the energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost and the SPG shall not be allowed to sell the excess energy under open access or any other buyer.	Purchase of any excess energy, beyond the +10% of the energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost and the SPG shall not be allowed to sell the excess energy under open access or any other buyer.
	4.16.3	Release of CFA	The eligible CFA will be released to the SPGs through BESCOM on successful operation & performance of the plant for two months after the commissioning, with atleast one month CUF as per minimum CUF agreed in PPA and subject to receipt of CFA amount from MNRE.	The eligible CFA will be released to the SPGs through BESCOM on successful operation & performance of the plant for two months after the commissioning, with atleast one month CUF as per minimum CUF agreed in PPA and on receipt of CFA amount from MNRE.
Section-11	**Annexure-XIX**	Bank Guarantee for Bid Security/EMD	In consideration of Bangalore Electricity Supply Company Limited (BESCOM) (hereinafter called the "Company" which expression shall include its successors and assigns),	In consideration of Bangalore Electricity Supply Company Limited (BESCOM) (hereinafter called the "Company" which expression shall include its successors and assigns),

			having agreed interlaid to consider the tender of ---------- (hereinafter called the "Bidder" which expression shall include its successor assigns), for to be awarded under RFP No.: BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3, dated:07.09.2023 upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the security deposit.	having agreed interlaid to consider the tender of ---------- (hereinafter called the "Bidder" which expression shall include its successor assigns), for to be awarded under RFP No.: BESCOM/GM(DSM)/BC-51/KUSUM-C/2022-23/CALL-3, dated:07.09.2023 for the Project/(s) no(s).:..... (.... Sub-station/(s)) upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the security deposit.

Power Purchase Agreement				
Article	**Clause No.**	**Sub-Clause**	**As Existing**	**To be read as**
ARTICLE 5	Obligations of the SPG	5.6 Right to Contracted Capacity & Energy	BESCOM, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the SPG beyond ..... Million kWh (MU) [Insert value of energy generated] corresponding to the declared CUF of 19% (Nineteen percent) for solar PV project. During the first 10 years after COD, the minimun generation shall not be less than -15% of declared CUF ..... Million kWh (MU) [Insert value of energy generated] of the Power Project, while after 10 years, the minimun generation shall not be less than -20% of declared CUF ..... Million kWh (MU) [Insert value of energy generated]. If the generation is found to be below the prescribed limits as mentioned in this clause on account of reasons solely attributable to SPG, the SPG shall be liable for non-fulfilment of its obligation. The liability shall be levied by BESCOM, for non-supply of Power by the SPG. If the SPG failed to supply minimum energy on account of reasons solely attributable to it other than Article 14, the SPG shall be liable to compensate the BESCOM for shortfall in minimum generation at the rate agreed in PPA. For any excess generation and any generation below the	BESCOM, at any time during a Contract Year, shall be obliged to purchase energy from the SPG of ..... Million kWh (MU) [Insert value of energy generated] corresponding to the declared CUF of 19% (Nineteen percent) for solar PV project. During the first 10 years after COD, the minimun generation shall not be less than -15% of declared CUF ..... Million kWh (MU) [Insert value of energy generated] of the Power Project, while after 10 years, the minimun generation shall not be less than -20% of declared CUF ..... Million kWh (MU) [Insert value of energy generated]. If the generation is found to be below the prescribed limits as mentioned in this clause on account of reasons solely attributable to SPG, the SPG shall be liable for non-fulfilment of its obligation. The liability shall be levied by BESCOM, for non-supply of Power by the SPG. If the SPG failed to supply minimum energy on account of reasons solely attributable to it other than Article 14, the SPG shall be liable to compensate the BESCOM for shortfall in minimum generation at the rate agreed in PPA. For any excess generation and any generation below the

			prescribed limits, "Prorata basis may be adopted for the first year from the date of COD and last year of the PPA period". <u>In case of purchase of any excess energy:</u> Purchase of any excess energy, beyond the energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost. In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations. In case of off-take constraints due to transmission infrastructure or grid unavailability, the SPG and BESCOM shall follow the forecasting and scheduling process as per the KERC/IEGC regulations. <u>In case of any off-take constraints due to Back down by SLDC:</u> The SPG shall follow the forecasting and scheduling of power as per the Regulations issued from appropriate commission from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. In case of system constraints due to technical problems and back down instruction given by SLDC for safety and security of the Grid, BESCOM shall not obliged to pay any damages / compensation to the SPG.	prescribed limits, "Prorata basis may be adopted for the first year from the date of COD and last year of the PPA period". <u>In case of purchase of any excess energy:</u> BESCOM, at any time during a Contract Year, shall be obliged to purchase +10% of energy, corresonding to annual maximum CUF of 19%, from the Solar Power Generator and shall be charged at 75% rate equivalent to PPA tariff or any other tariff determined by KERC, whichever is less, provided first right of refusal will vest with BESCOM. Purchase of any excess energy, beyond +10% energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost. In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the SPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations. In case of off-take constraints due to transmission infrastructure or grid unavailability, the SPG and BESCOM shall follow the forecasting and scheduling process as per the KERC/IEGC regulations. <u>In case of offtake constraints due to Grid Unavailability at 11 kV bus level of sub-station:</u> During the operation of the plant, BESCOM shall endeavor to ensure 95% of grid availability in a contract year, however, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against BESCOM:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability excess of 5% in a contract year as defined in the PPA (only period from 8 am to 6 pm to be counted):	Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]
	Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contact year.

The excess generation by the SPG equal to this generation loss shall be procured by BESCOM at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

<u>In case of any off-take constraints due to Back down by SLDC:</u>

The SPG shall follow the forecasting and scheduling of power as per the Regulations issued from appropriate commission from time to time. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects.

In case of system constraints due to technical problems and back down instruction given by SLDC for safety and security of the Grid, BESCOM shall not obliged to pay any damages / compensation to the SPG.

All other terms and conditions of the RFP document, PPA and any Amendments issued thereon remain unaltered.

General Manager (DSM)
BESCOM, Bangalore